

REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution authorizing the Mayor to sign an Interlocal Cooperation Agreement with the Salt Lake County for the Way Finding Signage project along the Jordan River Parkway Trail.

SUMMARY: The Salt Lake County Health Department has received \$80,000 in funding for the proposed Way Finding Signage project along the Jordan River Parkway Trail. The County has requested the City be use as a model in the development of signage along the trail for both inside and outside of the City. The County is making this funding available to cover the costs of the City for this project.

FISCAL IMPACT: Staff time and \$80,000 in Salt Lake County funds.

STAFF RECOMMENDATION:

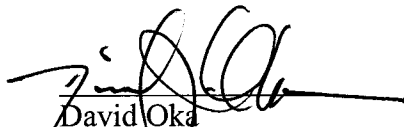
Approve resolution authorizing the Mayor to sign an Interlocal Cooperation Agreement with Salt Lake County for the Way Finding Signage project along the Jordan River Parkway Trail.

MOTION RECOMMENDED:


"I move to approve resolution # 15-181 authorizing the Mayor to sign an Interlocal Cooperation Agreement with Salt Lake County for the Way Finding Signage project along the Jordan River Parkway Trail.

Roll Call vote required

Prepared by:


David Oka
Development Director

Reviewed by:


Darien Alcorn
Deputy City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

Salt Lake County and the City of West Jordan have been working continuously to develop uniform and improved signage along the Jordan River Parkway Trail. The Salt Lake County Health Department has received funding for a Way Finding Signage project along the trail and has selected the City of West Jordan to be the “Model City” for the project. As the Model City, West Jordan will provide, through contracting, design services, planning and coordination of this project. Funding for this project to the City is in the amount of \$80,000.

A standard design will include the following:

- Time and distance from point to point along the trail
- Points of interest
- Available services
- Mileage makers
- JRT Logo
- Interchangeable City Logos
- Neighborhood and street identification
- Parking facilities signs along UDOT roadways

The County Health Department anticipates having funding available over the next two years to pay for the actual sign production and installation along the trail as a result of this project.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-181

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY

WHEREAS, the City of West Jordan, as a governmental agency, and authorized, by the Utah Interlocal Cooperation Act, Sections 11-13-1, et seq., U.C.A., 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement for Way Finding Signage along the Jordan River Parkway Trail; and

WHEREAS, the Mayor is authorized to execute the Interlocal Cooperation Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the City of West Jordan City Attorney, the Mayor is hereby authorized and directed to execute the attached Interlocal Cooperation Agreement with Salt Lake County.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 23rd day of September 2015

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

Council Member Jeff Haaga
Council Member Judy Hansen
Council Member Chris McConnehey
Council Member Chad Nichols
Council Member Ben Southworth
Council Member Sophie Rice
Mayor Kim V. Rolfe

"AYE"

"NAY"

INTERLOCAL COOPERATION AGREEMENT

By and between

SALT LAKE COUNTY

and

WEST JORDAN CITY

[For Signage on the Jordan River Parkway Trail]

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____ 20__ by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah for its Division of Parks and Recreation and the CITY OF WEST JORDAN ("City"), a municipal corporation of the State of Utah.

RECITALS:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A., to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

WHEREAS, the Parties desire to collaborate to provide Way Finding signage along the Jordan River Parkway Trail.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. City's Responsibilities.

- a. Install "Way Finding" signs within City's jurisdiction along the Jordan River Parkway Trail at points which are mutually agreed upon by the Parties.
- b. "Way Finding" signs shall include the distance in miles and the approximate amount of time in minutes required to reach key destinations by foot.
- c. Obtain all necessary permits and licenses to install and maintain "Way Finding" signs.
- d. Collaborate with County's Division of Parks and Recreation and other agencies to ensure County's planned sign design conforms to UDOT and MUTCD regulations.
- e. Provide County with Construction-level drawings of the Jordan River Parkway Trail indicating rights-of-way owned by third-parties.
- f. Maintain the "Way Finding" signs, including keeping them free from graffiti and replace missing signs.
- g. Collaborate with County and other partners to identify locations along the Jordan River Parkway for sign placement.
- h. Provide County with quarterly reports identifying at a minimum: funds expended; projects planned; project process (with estimated completion dates); and Projects completed.
- i. Provide County a final report which shall include all information provided in the quarterly reports and identify any problems experienced during while carrying out the City's obligations under this Agreement and lessons the City learned while doing so.
- j. Notify County at least one week in advance of all City's planning and coordinating meetings with Community Partners in order for County to attend said meetings.

k. Delegate to County the ultimate authority to design Way Finding signs.

2. County's Responsibilities.

- a. Budget up to Eighty Thousand Dollars (\$80,000.00) to reimburse City for installing "Way Finding" signs to be placed within the City's Jurisdiction along the Jordan River Parkway.
- b. Collaborate with City and other partners such as the County's Division of Parks and Recreation during the term of this Agreement to identify key destinations and sites along the trail to include in signage.
- c. Maintain ultimate authority on decisions which relate to the design of the Way Finding signs.

3. Consideration. County shall reimburse City in an amount not to exceed Eighty Thousand Dollars (\$80,000.00) for City to install signs as required under this Agreement. To be reimbursed, City shall submit to County invoices, no more than monthly, indicating both what expenses it has incurred and where the signs were installed. County shall not be required to pay City for signs which are not installed and for signs not installed in compliance with this Agreement. Upon completion of the City's responsibilities under this Agreement, but in no case after the end of the Term of this Agreement, City shall return to County all unexpended funds received from County and all funds received from County for signs which were not installed or installed incorrectly.

4. Records. Upon request and within a reasonable amount of time, City shall allow County access to any and all of City's records created in response to any obligation City has under this Agreement.

5. Term. This Agreement shall become effective beginning September 15, 2015 and shall

expire one year later on September 14, 2016.

6. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. Consistent with the terms of the Governmental Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

7. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

A. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

B. The Parties agree that the provisions of this contract create no new entity and no joint governing board is created or required. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the County's Executive Director of its Salt Lake County Health Department and City's Mayor

C. The Parties agree that this contract will be entered into, processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Act.

D. The parties agree that a resolution of legislative bodies is required, pursuant to Utah Code, Section 11-13-202.5(b).

E. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

8. Miscellaneous.

A. *Applicable Law.* The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

B. *Integration.* This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

C. *Amendment.* This Agreement may only be amended by a writing signed by both parties.

D. *Survival.* All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect.

E. *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

F. *Severability.* In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

G. *Exhibits.* All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

H. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

I. *Notices.* Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

To the County: Executive Director
 Salt Lake County Health Department
 2001 South State Street, S2-700
 Salt Lake City, Utah 84190

 Contracts Administrator
 Salt Lake County
 2001 South State, Suite, N4-500
 Salt Lake City, Utah 84190

To the City: West Jordan City Attorney's Office
 Second Floor
 8000 South Redwood Road
 West Jordan, Utah 84088

With copies to: West Jordan City Clerk's Office
 Third Floor
 8000 South Redwood Road
 West Jordan, Utah 84088

IN WITNESS WHEREOF, the City and the County have caused this agreement to be duly executed as of the day and year written first above.

SALT LAKE COUNTY

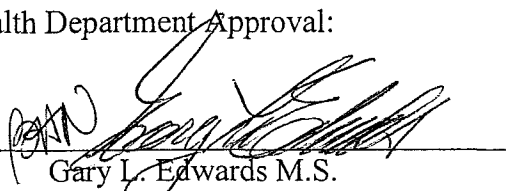
By:

Mayor, Salt Lake County

Date: _____

Health Department Approval:

By:



Gary L. Edwards M.S.
Executive Director

WEST JORDAN CITY

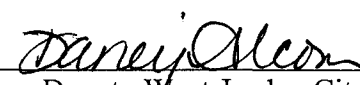
By: _____

Mayor, Kim V. Rolfe

Date: _____

APPROVED AS TO FORM AND
LEGALITY

By: _____

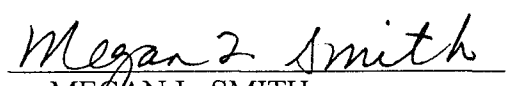


Deputy West Jordan City Attorney

Date: 9-15-15

APPROVED AS TO FORM AND
LEGALITY

By: _____



MEGAN L. SMITH

Salt Lake County Deputy District Attorney

September 9, 2015

Mayor Kim V. Rolfe
City of West Jordan
8000 S. Redwood Road
West Jordan, UT 84088

Re: Interlocal Agreement between Salt Lake County for its Salt Lake
County Health Department and City of West Jordan for Way Finding
Signage along the Jordan River Parkway Trail
District Atty. No. 15-04053

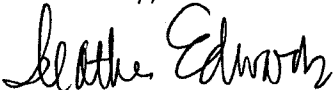
Dear Mayor Rolfe:

Enclosed are the originals of the above referenced Interlocal Agreement between
Salt Lake County for its Salt Lake County Health Department and City of West
Jordan.

Please **sign both copies of the agreement** and obtain the signature of your
city attorney and return to the Health Department. Once the signature process
has been completed, I will send one fully executed contract to you.

If there are any questions, please contact Jim Thuet at 385-468-4123.

Sincerely,



Heather Edwards
Administrative Assistant
Office of the Executive Director
Salt Lake County Health Department

Enclosures: 2